

ACCOMMODATION ONLY

JENNIFER LOCKE 38 P 2969765000
KOOTENAI COUNTY RECORDER
CDB 5/29/2024 10:12 AM
REQ OF NORTH IDAHO TITLE COMPANY-
COEUR D'ALENE- RW
RECORDING FEE: \$121.00 SC
Electronically Recorded

When Recorded Return To:
Smith Knowles, PLLC
943 W Overland Rd, Ste 112
Meridian, ID 83642

AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

For
Wildflower Meadows Subdivision
In Kootenai County, Idaho

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDFLOWER MEADOWS SUBDIVISION (this "Declaration") is hereby adopted by Viking Construction, Inc., successor declarant to TAG Development, LLC ("Declarant"), and made effective as of the date recorded in the Kootenai County Recorder's Office. This Declaration shall amend, replace, and supersede all prior declarations and amendments. Wildflower Meadows Homeowner's Association ("Association") is bound and governed by the terms of this Declaration.

RECITALS:

(A) This Declaration affects and concerns the real property owned by Declarant and located in Kootenai County, Idaho, with an additional lot owned by Allan Becker, located on Lot 1, Block 2, will all real property more particularly described in **Exhibit A**, attached hereto (collectively "Property" or "Subdivision").

(B) On April 24, 2023, a Plat Map depicting Wildflower Meadows Subdivision was recorded in the Kootenai County Recorder's Office, as Instrument No. 2934752000 ("Plat").

(C) On April 24, 2023, the enabling Declaration of Covenants, Conditions and Restrictions for Wildflower Meadows Subdivision was recorded in the Kootenai County Recorder's Office, as Instrument No. 2934753000 ("Enabling Declaration").

(D) The Property remains within the period of Declarant control.

(E) Viking Construction, Inc. is the successor declarant to TAG Development, LLC and owns all rights and power of Declarant under the Enabling Declaration. Pursuant to Article 8.4 of the Enabling Declaration, Declarant hereby approves the recording of the Declaration.

(F) In conjunction with the adoption of this Declaration, Declarant intends to amend and restate the Articles of Incorporation.

(G) In conjunction with the adoption of this Declaration, Declarant intends to amend

and restated Bylaws for the Association. The Amended & Restated Bylaws for the Association are included herewith as Exhibit "B" ("Bylaws"). These Bylaws hereby amend, replace, and supersede all prior bylaws and amendments, rendering them of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(H) The Property shall be subject to certain protective covenants, conditions, restrictions, and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision.

(I) Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant' reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or County ordinances; (4) expansion or annexation of additional property, and (5) assignment of Declarant' rights under this Declaration in whole or part. This Declaration shall be binding upon the Declarant, as well as its successors in interest, and may be enforced by the Declarant or the Association.

(J) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I - DEFINITIONS

1.1 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" shall mean the Homeowner's Association Act, Idaho Code § 55-3201 *et. seq.*

(B) "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee created by Association in accordance with the Governing Documents, which shall govern the entire Community. Declarant shall retain the authority to appoint the Board and correspondingly the ACC until Declarant no longer owns any property within the Community.

(C) "Articles" shall mean the Amended & Restated Articles of Incorporation Wildflower Meadows Homeowner's Association, as amended from time to time.

(D) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, lot-type assessment, special

assessment, limited assessment, individual assessment, reserve assessment, capital improvement assessment, late fee, or other charge.

(E) "Association" shall mean Wildflower Meadows Homeowner's Association, and as the context requires, the duly elected officers or directors of that Association.

(F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of Wildflower Meadows Homeowner's Association.

(G) "Bulk Service Contract" or "Bulk Service Provider" shall mean a service provider for items such as internet, television, cable, satellite, telephone, data, solar power, and similar utilities and services.

(H) "Bylaws" shall mean the Amended & Restated Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit B**.

(I) "City" shall mean City of Post Falls, Idaho and its appropriate departments, officials and committees.

(J) "County" shall mean Kootenai County, Idaho and its appropriate departments, officials and committees.

(K) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Property, including detention basins and sidewalks that are the legal responsibility of the Association; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration.

(L) "Declarant" shall mean and refer to Viking Construction, Inc., and its successors and assigns.

1. "Declarant Related Entity or Entities" shall mean Declarant, parent companies, subsidiaries, assigns, successors, related or designated construction entities, or other entities established by Declarant or Declarant's members for the purpose of owning, developing, constructing and/or selling Lots or Units in the Subdivision.

(M) "Declaration" as defined in the Recitals.

(N) "Governing Documents" shall mean this Declaration, Plat, Bylaws, Articles, Rules,

and any other documents or agreements binding upon an Owner.

(O) "Improvement" shall mean all structures and appurtenances of every type and kind, whether permanent or temporary, including, but not limited to: buildings, Units, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any Unit.

(P) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s), including all Improvement located thereon. A Lot may include multiple Units.

(Q) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Subdivision.

(R) "Member" or "Owner" shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Kootenai County, Idaho) of a fee simple or an undivided interest in any Unit/Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary of trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. Owner may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity recognized by Idaho State law. Accordingly, such an Owner may designate a natural person of its selection as Owner's agent to serve and act in the Owner's place. Notwithstanding the foregoing, an Owner may designate only one natural person to serve as its agent at any one time.

(S) "Party Wall", which includes "Party Fence", is further detailed in this Declaration.

(T) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Idaho.

(U) "Plat(s)" or "Plat Map(s)" shall mean all official and recorded plats of Wildflower Meadows Subdivision in the Kootenai County Recorder's Office, as it may be amended from time to time.

(V) "Property" or "Subdivision" shall have the meaning set forth in the Recitals.

(W) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

(X) "Subdivision Improvements" shall mean all improvements to be installed outside the boundaries of Lots or within easements that are necessary to provide access and utility service to the Lots and including other construction work required to comply with any conditions of City

to the approval of the Community or any Plat(s) thereof.

(Y) "Unit" may refer to the residences within the Subdivision, which will either be a Twin home Unit or a Duplex Unit, as the context requires, together with Improvements used in conjunction with such Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures, and the like, shall be considered part of the Unit, whether located within or without said Unit. Units shall also include structural components of the Unit (roof, foundations, slab, walls, exteriors, windows, doors, Party Walls, and other Improvements), and land beneath the Improvements. All pipes, wires, conduits, or other public utility installations serving only that Unit shall be considered part of the Unit. Exterior Improvements such as: steps, porches, patios, and driveways shall be considered part of the Unit.

1. Twin Home Units are located on Lots 1-14, Block 1 of the Plat. It is anticipated that Twin Home Units will be individually owned Units resulting in two Owners for each Twin Home Unit located on a Lot (*i.e.* an individual Owner for each half of the Twin Home Unit)
2. Duplex Units are located on Lots 2-11, Block 2 of the Plat. It is anticipated that each Duplex Units, while comprising two individual residences, will be owned entirely by a single Owner.
3. For purposes of Assessments, Owners of a Duplex Unit will be assessed 1.5 times the amount of any Regular, Special, or Reserve Assessment. Each Owner of a Twin Home Unit (*i.e.* each half of a Twin Home Unit) will be assessed the regular amount of any Regular, Special or Reserve Assessment.
4. For purposes of Voting, Owners of a Duplex Unit will be assigned 1.5 votes for each Duplex Unit. Each Owner of a Twin Home Unit (*i.e.* each half of a Twin Home Unit) will be assessed one vote for each half of the Twin Home.

ARTICLE II - EASEMENTS & OTHER RIGHTS

2.1 Easement Concerning Property. The Association shall be the trustee for all Owners with respect to easements, licenses, agreements, and conveyances, consistent with the Declaration and Idaho law.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, their right of enjoyment to any common facilities located thereon to the members of their family and their tenants and shall be deemed to have delegated said rights to contract purchasers who reside on said Owner's Unit.

2.3 Limitation on Easement. An Owner's right and easement of use and enjoyment shall be subject to the following:

- (a) The right of the Association to govern by Rules the use of the Property for the Owners so as to provide for the enjoyment by every Owner in a manner consistent with the preservation of quiet enjoyment of the Units by every Owner;
- (b) The right of City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress

over and across any street, parking area, walkway for the purpose of providing police and fire protection, utility access/installation, and providing any other governmental or municipal service.

(c) The right of the Association, as attorney in fact for the Owners, to dedicate, convey or grant easement rights for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer, however, may take place without the Association first receiving written approval from the relevant government agency pursuant to all applicable state and city ordinances in effect at the time of such proposed dedication or transfer.

2.4 Easements in Favor of Association. The Lots are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees, and independent contractors:

- (a) For inspection during reasonable hours of the Lots in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair, and replacement of portions of the Subdivision, as required by the Declaration;
- (c) For correction of emergency conditions in the Subdivision; and
- (d) Landscaping. The Association shall have an easement and related access rights in order to maintain landscaping within the swales or water detention areas that are the Association's responsibility.

2.5 Reservation of Access and Utility Easements. Declarant hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights.

2.6 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property, consistent with Idaho Code 50-1302 and the Plats and Governing Documents, and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Units, (b) to maintain sales or leasing offices, management offices and models throughout the Community and to maintain one or more advertising signs with respect to the sales of Units, or other property in the Community, (c) improvement of the Subdivision, and construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property.

2.7 Right to Modify Lot Boundaries and Interior Boundary Lines. Declarant reserves the unilateral right to modify Lot boundaries and interior boundary lines and/or combine Units or

Lots so long as it owns the Lots; provided, however, such changes may not extensively alter the boundaries and facilities nor change the percentages of ownership interest.

2.8 Income generated from negotiation, installation or provision of certain utilities and amenities. Declarant and/or Declarant Related Entities invest time, experience, infrastructure and/or capital in the negotiation, provision or installation of certain utilities and amenities (e.g., internet, cable, fiber, phone, solar power, etc.) that provide services and benefits to owner in the Community that would not otherwise be available or at a reduced cost. Any income gained by these parties from these efforts may be retained by the Declarant, Declarant Related Entities, or their assigns, even after the Class B Control Period. The Association may enter into contracts with third parties related to the provisions of such utilities and amenities for the benefit of Owners in the Community, which utilities and amenities may be paid for through Assessments. Owners contracting separately with individual third-party providers will still be required to pay any normal and customary access fee for applicable bulk rate contract services entered into by the Association.

ARTICLE III - MEMBERSHIP, VOTING CLASSES & CONTROL PERIOD

3.1 Membership of the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Unit. Upon the transfer of an ownership interest in a Unit the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Unit is held. Notwithstanding the foregoing, the Declarant shall also be granted membership rights as a Class "B" Member, as defined below.

3.2 The Association shall have two (2) classes of voting membership, Class "A" and Class "B", as follows:

(a) **Class "A".** Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Unless otherwise stated herein, Class "A" membership shall be entitled to vote in accordance with Article I(Y). Only an Owner that is current on all Assessments and/or other fees thirty days in advance of the meeting or vote shall be deemed in good standing and entitled to vote. With regard to any approval that requires a specified percentage of total membership, the total membership shall be calculated from the total number of Owners eligible to vote at the time such approval is sought. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Unit. But if more than one of such Person(s) is present, the votes appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person

presiding over the meeting. The votes appurtenant to any one Unit may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Unit shall be voted in one block. If the vote of a majority of the owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit

(b) Class "B". The Class "B" Member shall be Declarant. In all matters requiring a vote, the Class "B" membership shall receive five hundred (500) votes for each recorded Lot or constructed Unit. The Class "B" membership shall also be entitled to appoint the members of the Board and Association during the Class "B" Control Period.

3.3 The Class "B" Control Period runs until ninety (90) days after the first to occur of the following:

- (a) When Declarant or Declarant Related Entities no longer own any property within the Subdivision; or
- (b) When, at its discretion, the Class B Member so determines.

3.4 Notwithstanding, Declarant may exercise its discretionary termination of control in whole or in part as to any portion of the Community at its sole election and determination. In doing so as to a portion of the Community, it does not waive any reversionary or remaining control as to all other portions of the Association, the control of which is not expressly terminated by Declarant.

ARTICLE IV – ANNEXATION & DE-ANNEXATION

4.1 Annexation/ De-annexation. Additional phases of Community may be added to or removed from the Property pursuant to the following procedures, and subject to the limitations as follows:

4.2 By Declarant. Declarant may from time to time and in its sole discretion expand or reduce the Property subject to this Declaration by the annexation of additional property or de-annexation of areas within the Property. The annexation/de-annexation of any such land shall become effective upon the recordation of the office of the county Recorder of Kootenai County, Idaho, (a) a subdivision plat or map covering the land to be annexed and (b) may include a supplemental declaration which (i) describes the land to be annexed/de-annexed or incorporated by reference to the description contained in the subdivision plat, (ii) declares that such land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the property subject to this Declaration, (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the such land, (iv) states which portions of such land are Common Areas/Limited Common Areas and which portions are Lots within any new land classification, provided that the nature and incidents of any such new land classification shall be fully set forth in such supplemental declaration or in another supplemental declaration previously filed with respect to some portion of the property, and (v) describes generally any improvements situated on the annexed or de-annexed land. Upon the recordation of a subdivision plat covering the land to

be annexed such land shall become part of the Community and subject to this Declaration, as amended.

4.3 Annexation by the Association. Following the Class B Control Period, the Association may annex land to the Community by obtaining approval of such annexation from (a) the owner or owners of the land to be annexed and (b) 67% of the Owners. Nothing in this paragraph shall be construed to require any prior approval for, or to limit or present, any annexation performed by Declarant, so long as such annexation satisfies the limitations set forth herein.

4.4 No Obligation to Annex, D-annex, or Develop. Declarant has no obligation hereunder to annex/de-annex any land to the Community or to develop or preserve any portion of the Undeveloped Land in any particular way or according to any particular time schedule. No land other than the Property as defined on the date hereof and land annexed/de-annexed thereto in accordance with the terms of this Declaration shall be deemed to be subject to this Declaration, whether or not shown on any plat or map filed by Declarant or described or referred to in any documents executed or recorded by Declarant.

ARTICLE V - ASSOCIATION & ASSESSMENTS

5.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation.

5.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense; (6) terminate an Owner's right to utilize common facilities and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Idaho law.

- (a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Community at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.
- (b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the

costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Lot(s) in question and collect those assessment in any manner authorized in the Governing Documents or Idaho law.

- (c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

5.3 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing the Community. The Association's rulemaking authority may govern conduct and activities in the Property.

- (a) During the Class B Control Period, Declarant may adopt rules in its sole discretion.

5.4 Violation Deemed a Nuisance. Any violation of the Governing Documents that is permitted to remain on the Property is deemed a nuisance and is subject to abatement by the Association.

- (a) Any single or continuing violation of the covenants contained in this Governing Documents may be enjoined in an action brought by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.
- (b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.
- (c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- (d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

5.5 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses, and common Expenses of the Association. The Association has the power to levy assessments against each Unit consistent with **Article I(Y)**, as necessary to carry out its functions. Each Owner shall by acquiring or in any way becoming vested with their interest in a Unit, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest, and costs of collection (including reasonable attorney fees).

- (a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment fails due. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest, and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee.
- (b) Special Assessment. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of common facilities.
- (c) Individual Assessment. The Association may levy individual assessments on every Unit, Owner or occupant that shall cause any damage to the Community or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance, or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Unit(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.
- (d) Lot Type Assessment. An assessment based upon a specific Lot or housing product, and the related costs and services provides for that Lot Type. *See Article I(Y).*
- (e) Reserve Fund. The Association may levy a reserve fund assessment, as set forth in this article.
- (f) The Association may levy other assessments or fees, as authorized by the Governing Documents.

5.6 Budget. The Board is authorized and required to adopt a budget annually. The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than the previous budget. The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories. The Board may establish the timing of assessment payments.

5.7 Reserve Fund Analysis. The Board may cause a reserve analysis to be conducted from time to time to analyze the cost of repairing, replacing, or restoring common facilities such as detention basins or any sidewalks that are the responsibility of the Association. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by

the Board, to conduct the reserve analysis.

5.8 Start-Up Development Assessment. With the exception of Declarant and Declarant Related Entities, the first Owner of record of a completed Unit (following the Declarant and initial builder) of a Unit shall pay, at closing, to the Association at closing an initial, start-up fee in an amount is adopted by the Board of Directors. This fee shall be a one-time, initial start-up fee, shall not be prorated for any time left in the calendar year following closing, and is in addition to the prorated Regular Assessment. The Association shall utilize this fee to assist in the administration, legal, operations, maintenance, and other expenses and costs related to Association for the management of the affairs of the Association and the common facilities for the benefit of the Association and its members.

5.9 Transfer Fee. Pursuant to Idaho Code § 55-3102(4)(f), upon the sale or transfer of a Unit within the Association, a transfer fee in the amount established by the Board, which amount may be established from time to time by resolution, shall be paid to the Association at the time of conveyance or transfer. This transfer fee shall be for the benefit of the Association, its members and property and shall be utilized for purposes set forth in the Association's Governing Documents. Declarant may establish such other fees and charges for set up, issuance of estoppel certificates, and other charges as allowed by law. Declarant and Declarant Related Entities are exempt from the Transfer Fee.

5.10 Date of Commencement of Assessments. Assessments provided for herein shall commence as to each Unit on the date of purchase/acquisition and may be prorated by the Association for the remainder of the year. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. Notwithstanding, Assessments for those Units owned by Declarant or their assigns, successors, subsidiaries, related construction entities, or other entities established by Declarant, or Declarant' members, for the purpose of constructing Units on the Unit (collectively "Declarant' Related Entities") shall not commence until the completed Unit is conveyed to an Owner that is not the Declarant or a Declarant' Related Entity. No amendment of this Declaration changing the allocation assessments with regard to Declarant or Declarant Related Entities shall be valid without the consent of the Declarant.

5.11 Fines & Hearing Process. Following notice and procedure, as required by the Idaho Code §55-115(2), the Association shall have the power to assess a fine against an Owner and/or their Unit for a violation of the terms and conditions of the Governing Documents in an amount established by the Board. The Board may designate a manager or agent to assist in the violation, fine and hearing process. Further, the Board may independently take legal action, when needed, to correct or enjoin violations of the Declaration.

5.12 Mechanic's Lien Rights. No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner or against any part thereof, or against any other property of any other Owners, unless such other Owner has expressly consented to or requested in writing the performance of such labor or

furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Unit in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove their Unit from a lien against two or more Units or any part thereof by payment of sums created by such lien, which is attributable to such Owner's Unit.

5.13 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Idaho law.

5.14 Due Date, Charges & Interest. The Board may adopt Rules and policies to provide further detail or that expressly modify this section. Unless otherwise established by the Board, annual assessments shall be due and payable the date invoiced and shall be late if not paid within ten (10) days. A late fee of ten percent (10%) shall apply to each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by a Manager or attorney related to collections.

5.15 Lien. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior to all other liens, except liens that by law would be superior thereto.

5.16 Foreclosure Sale. The Association shall have all rights and power of foreclosure granted by the law, including non-judicial foreclosure through power of sale in the same manner as a deed of trust. The Association may also bid for the Unit at foreclosure sale, acquire, hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of any Special Assessment that would have been charged had such Unit not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

5.17 Other Remedies. All rights and remedies of the Association shall be cumulative, and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner, including purchaser or seller, and other obligees. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Unit(s), and/or other obligees jointly and severally.

5.18 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Unit the amount of any assessment that is more than sixty (60) days past due.

5.19 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Unit(s).

5.20 Appointment of Trustee. Such lien may be foreclosed by appropriate action in court or through power of sale in the same manner as a deed of trust by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by law. The Association hereby appoints Burt R. Willie, Esq., a licensed member of the Idaho State Bar, or subsequently designated and qualified individual, with power of sale, the Unit, and all Improvements to the Unit for the purpose of securing payment of assessments and fees under the terms of this Declaration.

ARTICLE VI - ASSOCIATION & OWNER MAINTENANCE **& PARTY WALL MAINTENANCE**

6.1 Maintenance by the Association.

- (a) Landscaping. The Association shall contract with a third party to perform general landscaping maintenance of the swales and detention basins along McGuire Road and Midway Avenue only. The Association may adopt Rules to add further detail with regard specific landscape maintenance services provided by the Association.
- (b) Snow Removal. The Association will perform snow removal on the sidewalk along McGuire Road and Midway Avenue only. The Association may adopt further Rules governing snow removal in the Subdivision.

6.2 Lot & Unit Maintenance. Owners shall be solely responsible to maintain, repair and replace their Lots and Units – subject to ACC approval requirements. It is the obligation of each Owner to maintain their Lot, Unit and Improvements located thereon in a clean and sanitary condition and uncluttered at all times in order to preserve and enhance the enjoyment of the Subdivision.

6.3 General Rules of Law to Apply to Party Walls. Each Party Wall, which includes Party Fences, which are built as a part of the original construction of a Unit within the Project and placed on the dividing line between two Units shall constitute a Party Wall, and the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto, including the joint responsibility to equally maintain, repair and replace Party Wall components between the adjoining Owners.

6.4 Party Wall Maintenance. Each Unit that shares one or more Party Wall(s), will also share elements of a common roof, a common exterior wall, or other common exterior elements with adjacent Unit(s). The Owners acknowledge that certain repairs or maintenance to Units with a Party Wall(s) may become necessary, which repairs, or maintenance may not be able to be performed on one Unit only.

6.5 Destruction of Party Wall; Common Roof or Exterior. If a party wall or improvement is damaged or destroyed by the fault of negligence of one of the Owners, such damage shall be repaired by the responsible Owner to the condition equal to or better than immediately prior to the damage and the negligent Owner or Owner at fault shall reimburse the adjoining Owner for any and all costs incurred by said Owner. Should a party wall be damaged or destroyed by any cause other than by default or by an act of negligence of an Owner of the adjacent Unit, the damage shall be rebuilt or repaired to a condition equal to or better than immediately prior to the damage, at the joint expense of the Owners of the two affected Units.

6.6 Repairs by Association. In the event that an Owner permits their Unit or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 15 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Unit and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision, plus 15%. In addition, each Owner hereby grants to the Association a lien on the Unit and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Idaho for the foreclosure of trust deeds. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Unit in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

6.7 Alterations of Exterior Appearance. The Owners will maintain their Units and Improvements in substantially the same condition and appearance as originally constructed. No subsequent exterior alterations, improvements, or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Board or ACC. Declarant shall be exempt from this provision.

6.8 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Board, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage before re-construction begins. Such temporary measures may be taken without the consent or approval

of the Board, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances permit. Unless delayed by City approval or insurance carrier approval, no damaged structure will be permitted to remain on any Unit for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE VII - ARCHITECTURAL CONTROL

7.1 Architectural Control Committee (“ACC”). An Architectural Control Committee may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ACC is appointed, the Board will assume the duties and responsibilities of the ACC.

7.2 ACC Rules and Fees. The ACC also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The ACC shall determine the amount of such fee in a reasonable manner, provided that in no event shall such fee exceed Five Hundred Dollars (\$500.00). Such fees shall be used to defray the costs and expenses of the ACC or for other purposes established by the Board. Such rules and guidelines may establish, without limitation, procedures, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures, as well as special architectural guidelines applicable to Units located adjacent to public and/or private open space. While architectural guidelines are anticipated to be amended from time to time, and Owners have an obligation to request the most current guidelines and seek ACC approval prior to installation or alteration of improvements.

The Plan Review & Approval involves reviewing the following:

- Site sections indicating location on the Lot
- Floor Plans (Scale: 1/8" = 1'-0")
- Exterior Elevations of all sides of proposed buildings (Scale: 1/8" = 1'-0")
- Breakdown of all Exterior Materials and Colors

The ACC will notify an Owner in writing of the Plan Approval decision within thirty (30) days of a complete submission. Upon issuance of written approval, Owner may apply for a building permit and design approval from the relevant governing authorities. Fines may be assessed if construction is started, *i.e.* moving dirt, or digging, before ACC and Board has reviewed, approved, and signed the plans of the Subdivision. This includes but is not limited to homes, sheds, fences, additions, etc. After plan approval has been obtained, no change from approved plans shall be made without the review and written approval of the ACC. Fines of up to \$5,000 per violation will be levied for construction violations or changes to the plan not approved by the ACC or Board. Owners will be required to correct any construction violations or plan deviations. Fine amounts will be determined

by the Board after a hearing pursuant to Idaho Code § 55-115(2). A letter outlining any violations and fines will be submitted to the Owner.

7.3 Approval by Board or ACC Required. No exterior Improvement of any kind will be constructed without prior written approval by the ACC.

7.4 Variances. The ACC or Board cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

7.5 Board and ACC Not Liable. The Board, ACC and its members shall not be liable to the applicant for any damages, or to the Owners of any Units within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ACC as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner and may seek independent redress if it believes the Board or ACC has acted improperly.

7.6 Limitations on Review. The ACC review is limited to those matters expressly granted in this Declaration. The ACC shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ACC prior to construction.

ARTICLE VIII - RESTRICTIONS ON USE

8.1 Approved Plans. The ACC and Board must provide prior, written approval of all plans for construction or remodeling within the Subdivision, which plans must be harmonious with existing Improvements and the existing character within the Subdivision. All references to approval by the "ACC" or "Architectural Review Committee" shall mean approval by the ACC or the Board.

8.2 Land Use and Building Type. All Units in the Property shall be used and occupied solely for Single-Family Residential Use. No Unit shall be used except for residential purposes. No Unit shall be used for the conduct of any trade or business or professional activity; provided, however, that professional and administrative occupations may be carried on within the residences so long as there exists no meaningful external evidence thereof. No Unit may be further subdivided.

- (a) Except as specifically provided otherwise in this Declaration, no Improvements shall be erected, altered, placed, or permitted to remain on any Unit other than one designed to accommodate no more than one (1) single-family residential Unit. Notwithstanding the foregoing, the ACC and Board may, in its discretion after

request by an Owner, allow Owner to place any detached structure that the ACC and Board determine to be architecturally and aesthetically compatible with the Unit on the Lot. All detached structures on any Lot must be approved by the Board and ACC and must be constructed of the same materials as the Unit on the Lot.

8.3 Set Back Requirement for Improvements. All Improvement set back must be in compliance with the applicable municipal or County set back requirements and Plat requirements.

8.4 Garages and Driveways. Each Unit constructed on any Lot shall include an enclosed garage as an attached, integral part of the Unit structure.

8.5 Roof and Chimneys. The roof of each Unit and each detached structure, including sheds and shops, shall be of 30-year or better architectural grade shingle.

8.6 Construction. Construction Materials. Only materials approved by Declarant shall be used in the construction of Units and other improvements. Declarant may establish rules for construction site maintenance.

8.7 Drainage. Drainage plans may be required by the Declarant or ACC. If drainage and flooding issues develop on any Lot, the Owner may be required to install additional facilities.

8.8 Sheds, Outbuildings and Accessory Structures. No structures or buildings of any kind shall be erected, altered, placed, or permitted on any Lot other than one detached Unit with an attached garage, and one additional small storage outbuilding, such as a tool storage shed. All such buildings and structures must be approved by the ACC, and it is anticipated that the ACC will not approve any outbuildings unless it determines, in its sole discretion, that the requested outbuildings are constructed of materials and designed to reasonably match those of the Unit on that Lot, and no small storage shed to have a plate height higher than eight feet measured from ground level, and not larger than 120 square feet. The ACC has discretion to determine, among other things, whether the Lot has adequate space and a suitable location for installation of any such ancillary structures without adversely impacting the Lot or the view or appearance of the Lot from areas outside the Lot and, to reduce the maximum size allowable for any ancillary structure below that above stated if and when the ACC determines that it is appropriate to do so. Metal and plastic roofs and siding will not be allowed. Composite shingles and siding that reasonably match the Unit shall be required. Each Owner of a Lot proposing to construct or place an outbuilding on their Lot shall be solely responsible for assuring that the structure will not encroach on utility easements or city setbacks.

8.9 Fences and Walls. Hedges and Screen. No fence, wall, hedge, or mass planting (collectively "Fence" or "Fencing") that operates as a sight-obscuring line or structure may extend nearer to a street on the front yard side of the Lot than the edge of the house or garage constructed on such Lot that is closest to such street. No Fencing may create an unreasonable sight obstruction near street corners. Nothing in this subparagraph shall prevent Declarant's erection of a perimeter Fence as Declarant shall determine along some or all of the perimeter of the Property; erection of

temporary construction fencing; nor the erection of a necessary retaining wall or placement of a Fence on a side yard facing a street by an Owner other than Declarant, so long as the Fence is not extended toward the front yard side of the Lot past the edge of the house or garage. No wire, cyclone or wood fencing of any kind shall be placed so as to be visible from outside any Lot. It is anticipated that any Fence approved by the ACC will be required to be constructed of vinyl or such other comparable material as determined by the ACC in its sole discretion.

8.10 Nuisances. No noxious or offensive activity, including without limitation, those creating an offensive odor or offensive noise, shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Pets must be restrained and not allowed to roam free.

8.11 Temporary Improvements. No Improvements of a temporary character and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be placed or used on any Lot at any time as a residence either temporarily or permanently.

8.12 Signs and Flags. No sign of any kind shall be displayed to the public view on any Lot except one sign approved by the ACC identifying the name and/or address of the Owner, one sign of not more than five (5) square feet advertising the property for sale, and up to three (3) political signs of not more than six (6) square feet each, during election years and within ninety (90) days of the election. Signs shall be removed within ten (10) days after the election. Political signs shall have the same meaning as defined in Idaho Code § 55-115(5)(b). No lights or sound making devices shall be permitted on the signs. The Board is empowered to create other rules and regulations for political signs and the display of flags consistent with Idaho Code § 55-115(5) and (6).

8.13 Animals. No animals or livestock of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other domestic household pets may be kept, provided that such animals are not kept, bred or maintained for any commercial purpose, and provided further that no more than three (3) animals may be kept or maintained on any Lot. Commercial purposes, as used in this Section 12.14, shall mean the birthing of more than one (1) litter per year. It shall be the obligation of each Owner to maintain and restrain all animals and its pens in accordance with the Association Rules to eliminate disturbance or annoyance to others. Pets must be restrained and not allowed to roam free. No chickens or poultry may be kept only on any Lot.

- (a) NO PIT BULLDOGS, ROTTWEILERS, DOBERMAN PINSCHERS, WOLVES AND WOLF-CROSSES, CROSSES OF ANY OF THE FOREGOING AND DOG BREEDS DETERMINED BY THE ASSOCIATION'S OFFICERS TO HAVE SIMILAR REPUTATIONS FOR AGGRESSIVE TENDENCIES SHALL BE PERMITTED ANYWHERE IN THE PROPERTY BY ANY PERSON FOR ANY REASON AT ANY TIME. For purposes of this provision, PIT BULLDOG is defined as including the American Stafford Shire Terrier as identified by the American Kennel Club and the Stafford Shire Bull Terrier as identified by the A.K.C., and the American Pit Bull Terrier as identified by the United Kennel Club.

(b) Animals that are properly qualified as service or assistance animals, pursuant to the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, may be exempted from certain restrictions contained herein. Notwithstanding, the Board may adopt Rules with respect to specific requirements and information needed to properly apply to the Board for an accommodation for a service or assistance animal, including equal application of leash rules and other requirements.

8.14 Refuse Storage and Disposal. No rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on the Property except trash kept and maintained within the interior Unit or detached structures in sanitary containers. Garbage cans provided by waste management services for regular pickup may be stored in the garage or in the side yard, behind the fence screened from view, and shall be placed in the street or other designated area only on the designated collection day. Failing to put garbage cans away in a timely manner may result in enforcement action. All equipment for the storage or disposal of such material shall be kept in a clean, neat and sanitary condition.

8.15 Sight Distance at Intersections. No fence, wall, hedge, political sign or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and a line connecting them at points forty-five (45) feet from the intersection of the street lines, or in the case of a rounded Property corner from the intersection of the street Property lines extended. The same sight-line limitation shall apply on any Lot within fifteen (15) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8.16 Parking – Boats, Campers, Trailers, and Other Vehicles. No boats, trailers, tractors, recreational vehicles (including but not necessarily limited to campers, motor homes, automobile campers or similar vehicles or equipment) dilapidated, un-repaired, inoperable, or unsightly vehicles or similar equipment, or semi-trucks, vans, or buses (working or non-working) shall be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view behind the side yard fence. Temporary loading and unloading is permitted for nonconsecutive periods of no more than twenty-four (24) hours. Garages are for vehicle parking, however, cars and trucks that are operable, in good repair, and in regular use by the Owner may be parked in the driveway.

8.17 Antennae and Satellite Receiver. No outside television antennas, radio aerials, satellite dishes, or similar devices or structures shall be installed on any Lot or the exterior of any structure located thereon, except that such devices smaller than one (1) meter in diameter shall be permitted only on the side and rear portions of the roof or structure.

8.18 Hazardous Activities. No activity shall be conducted on or in any Unit or Lot which is or might be unsafe or hazardous to any person, the Property, or any other tangible item of value.

Without limiting the generality of the foregoing, no firearms shall be discharged upon said Property and no open fires shall be lighted or permitted on any property except in a self-contained barbecue unit or outer fireplace, except such controlled and attended fires required for clearing or maintenance of land.

8.19 Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the Property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried, or aired in such a way as to be visible from any other Lot. No building materials, lumber, grass, shrub or tree clippings, plant waste, compost piles, metals, building materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view as approved, in writing, by the ACC. "Screened" is defined as being concealed, at eye level, from any Lot other than that containing the screened material. Declarant, its successors, and assigns, shall be exempt from this provision during any period of construction upon a Lot.

8.20 Landscaping. The area between the Lot line and the finished road surface shall be planted in grass, landscaped, and maintained by the Owner in a uniform manner. Additional landscaping requirements will be contained in the ACC Guidelines.

8.21 Light, Sound and Odor. No light which is unreasonably bright or causes unreasonable glare shall be emitted from any Lot. No sound shall be emitted from any Lot which is unreasonably loud or annoying, and no odors shall be emitted from any Lot which are noxious or offensive to others.

8.22 Dumping. No excavation material, concrete, grass or yard clippings, rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on any vacant or unimproved Lot, without the prior written approval of the Board. No discharge shall be made into any common drainage structure. The Owner of any Lot who dumps such material or makes a discharge into a common drainage shall be liable for all cleanup and/or removal costs and any damage to the Property caused thereby. Declarant, its successors, and assigns, shall be exempt from this provision during any period of construction upon a Lot.

8.23 Utility Lot. Any utility Lot dedicated to a municipal jurisdiction shall be exempt from all assessments hereunder.

8.24 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Subdivision. No Lot may be occupied in a manner that is in violation of any statute, law, or ordinance.

8.25 Combination of Lots. No Lot may be combined with another Lot without the consent of the ACC.

8.26 Construction. No Improvement shall be permitted to remain incomplete for a

period in excess of one (1) year from the date of commencement of construction, re-construction, or remodeling unless any delays are approved in writing by the ACC.

8.27 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Subdivision, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Subdivision in violation of any law, ordinance, statute, rule, or regulation of any local, county, state, or federal body. Declarant, its successors, and assigns, shall be exempt from this provision during any period of construction upon a Lot.

8.28 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of an Improvement); open storage or parking of construction equipment; open storage or parking of vehicles, trailers or other pieces of equipment that are unusable, in poor condition or unsightly; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and the storage or accumulation of any other material that is unsightly. Declarant, its successors and assigns, shall be exempt from this provision during any period of construction upon a Lot.

8.29 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City and/or County. Holiday or seasonal decorative lights, that otherwise comply with the terms of the Governing Documents, are permitted.

8.30 No Annoying Sounds. No speakers or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

8.31 Swamp Coolers or Evaporative Coolers. No Owner shall place upon any part of the Subdivision or Lot any swamp cooler or evaporative cooler.

8.32 Energy Conservation Equipment. No solar energy device, solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed within the Subdivision without the prior written consent of the ACC. Consistent with Idaho Code § 55-115(4), the Association may create rules for the location where solar panels or solar collectors may be installed on roofs as long as installation is permitted within an orientation to the south or within forty-five (45) degrees east or west of due south; and such rules for the installation of solar panels or solar collectors consistent with an applicable building code or to require that panels or collectors be parallel to a roof line, conform to the slope of the roof, and that any frame, support bracket, or visible piping or wiring be painted to coordinate with the roofing material; or such other rules and restrictions as may be consistent with any future provision of Idaho law impacting the location and installation of solar panels or solar collectors.

8.33 Rental Restrictions. Pursuant to Idaho Code § 55-115(3), Lots shall not be rented by the Owners thereof for short-term, transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the Unit are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Subject to the foregoing restrictions and any subsequent amendments to this Section that may hereafter be adopted, Owners of Lots shall have the right to rent out their Units (but not less than the entire Unit and Lot) provided that the rental agreement is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration. Any failure on the part of any tenant to comply with this Declaration shall constitute a default under the terms of such rental agreement and a violation of this Declaration by the Owner of the Lot. The Association may establish additional rules regulating leasing which may not prohibit the rental rights of Owners in this Section but may impose additional requirements and burdens on the Owner. A copy of any lease agreement shall be provided to the Association upon request.

ARTICLE IX ARTICLE X - INSURANCE

9.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

9.2 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of common facilities or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

9.3 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy should include:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is

secondary to any other policy that covers the manager or any employees of the manager.

9.4 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds coverage.

9.5 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association, as insurance trustee; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

9.6 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

9.7 Owners' Individual Coverage. EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE FOR THEIR LOT, UNIT AND IMPROVEMENTS IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT.

ARTICLE X - MISCELLANEOUS PROVISIONS

10.1 Condemnation. Whenever all of any part of the common facilities shall be taken by condemnation (or conveyed in lieu of and under threat of condemnation), the Board may act on behalf of the Association in negotiating and completing such transaction.

10.2 Damage & Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the common facilities covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed common facilities. Repair or reconstruction, as used in this paragraph, means repairing or restoring the common facilities to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

- (a) Any damage or destruction to the common facilities shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to common facilities shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.
- (b) In the event, that it should be determined in the manner described above that the damage or destruction to the common facilities shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the common facilities shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.
- (c) If the damage or destruction to the common facilities for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

10.3 Repurchase Option for Construction Defect Claims. In the event any Owner shall commence action against Declarant or Declarant' Related Entities for the purpose of constructing Units on the Lot (collectively "Declarant") in connection with any alleged construction defects in such Owner's Unit, Declarant shall have the option, but not the obligation, to purchase such Unit on the following terms and conditions:

- (a) The purchase price shall be an amount equal to the sum of the following, less any sums paid to such Owner under any homeowner's warranty, in connection with the alleged defect:
 - (i) The purchase price paid by the original Owner of the Unit when originally purchased from Declarant;
 - (ii) The agreed upon value of any improvements made to the Unit by anyone other than Declarant; and
 - (iii) The Owner's reasonable moving costs.
- (b) Close of escrow shall occur not later than forty-five (45) days after written notice from Declarant to the Owner of Declarant' intent to exercise the

option herein.

- (c) Title shall be conveyed to Declarant free and clear of all monetary liens and other encumbrances other than non-delinquent real estate taxes.
- (d) Exercise of the repurchase option as provided for herein above shall constitute full and final satisfaction of all claims relating to the subject Unit and Lot. The Owner shall promptly execute and deliver any notice of dismissal or other document necessary or appropriate to evidence such satisfaction.
- (e) Declarant's option to repurchase granted herein with respect to any particular Unit shall automatically terminate upon the expiration of the last applicable statute of limitations applicable to any construction or warranty claim governing such Unit including all applicable tolling periods.

10.4 Association Litigation.

(a) Notwithstanding any other provision to the contrary in this Declaration, the Association shall not file, commence or maintain any lawsuits, actions or legal proceedings against Declarant, the individual managers, owners, members or officers of Declarant, Declarant' contractors, or any other person or entity involved in the construction of the Units unless and until all of the following requirements have been satisfied:

(i) The Association has obtained a legal opinion from an attorney licensed to practice law in Idaho having at least ten (10) years of experience in litigation practice, with the legal opinion providing in substance the following: (i) a description of the factual allegations and legal claims to be asserted in the action; (ii) an analysis of the facts and legal claims explaining why it would be in the best interests of the Association to file and pursue such action, taking into account the anticipated costs and expenses of litigation, the likelihood of success on the merits of the claims, and the likelihood of recovery if a favorable judgment is obtained by the Association; and (iii) providing a budget of the estimated amounts of legal fees, costs, expert witness fees and other expenses likely to be incurred in connection with such action (the "Litigation Budget"); and

(ii) The Association has collected funds from the Owners, by special assessment or otherwise, equal to at least one-half (1/2) of the Litigation Budget.

(b) If any claims or actions falling within the scope of this Section are filed without satisfying all of the requirements set forth above, such claims/action shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied. In any action to enforce the requirements of this Section, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. Individual

Owners, however, shall not be allowed to file or pursue any actions or claims belonging to other Owners or to the Association.

(c) No action affected by this Section shall be conducted utilizing legal counsel who are compensated on a contingency fee or similar means of compensation in which litigation costs and attorney's fees are not paid on a current basis or are paid out of the settlement or judgment amount recovered by the Association in such action.

(d) This Section shall not apply to: (i) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (ii) the collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; (iv) counterclaims brought by the Association in proceedings instituted against it; or, (v) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of an express contract with the Association or its manager for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

10.5 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

10.6 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

10.7 No Representations and Warranties. Each Owner and occupant understand, agrees, and acknowledges through taking title or residing in the Project that the Declarant, Association, and the Board have not made any representations or warranties of any kind related to the Project and that each Owner or occupant has not relied upon any reorientations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to the Project.

10.8 Amendment. At any time while this Declaration is in effect, the covenants herein contained can be modified by the Declarant or Declarant' successors and assigns during the Class

B Control Period at the sole discretion of the Declarant. Thereafter, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the total votes in the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

10.9 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Unit in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against their Unit, whether or not there is any reference to this Declaration in the instrument by which they acquire interest in any Unit.

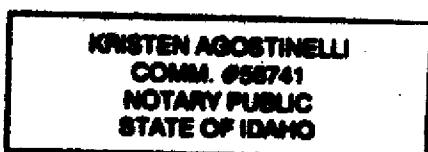
10.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

VIKING CONSTRUCTION, INC., Declarant

By: Wendell Olson
Its: President

STATE OF IDAHO)
: ss
COUNTY OF KOOTENAI)

On this 23rd day of May, 2024, personally appeared before me
Wendell Olson, who being by me duly sworn, did say
that he/she is an agent for Declarant and that the within and foregoing instrument was signed on
behalf of said corporation by authority and said individual duly acknowledged to me that said
corporation approved the same.



Notary Public

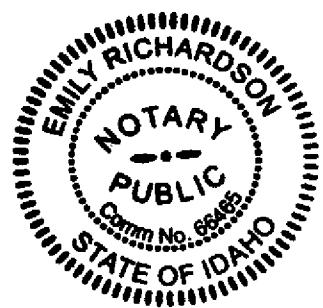
Residing at Hayden, ID
Expires 10/07/2028

Allan Becker, solely in the capacity of the record owner of Lot 1, Block 2

By: Allan Becker

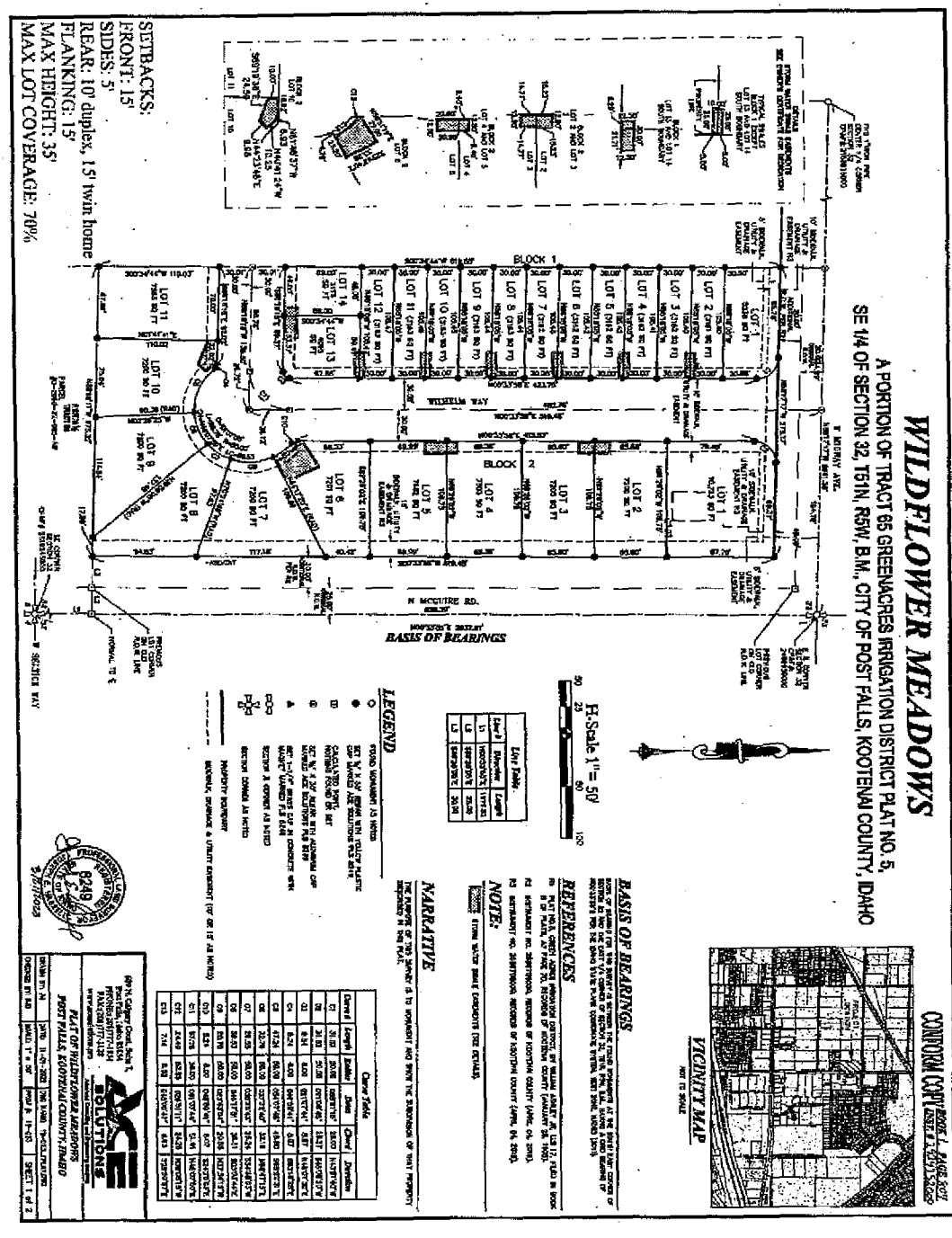
STATE OF IDAHO)
: ss
COUNTY OF KOOTENAI)

On this 24th day of May, 2024, the undersigned Notary Public in and for said State, personally appeared, Allan Becker, and acknowledged to me that they executed the same.



Emily Richardson
Notary Public

Exhibit A
Legal Description/Plat Map



WILDFLOWER MEADOWS

CONFORM COPY

BOOK PAGE 97/11

A PORTION OF TRACT 65 GREENACRES IRRIGATION DISTRICT PLAT NO. 5.

SCHWEITZER 361

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JOHN AS LOVCE
COUNTY TREASURER'S CERTIFICATE

Dear Sirs, "We" have been in the process of research in the various cultures and education have been and work
out the 2000 year of **Jesus!** **2000 AD**

CITY COUNCIL APPROVAL

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THE INDIANAPOLIS MUSICAL DISTRICT

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 12-13-2022 BY SP2 JASMIN

SURVEYOR'S CERTIFICATE
J. ROBERT WEAVER, R.S. B.C., A MEMBER OF THE LAND SURVEYORS
REGISTRY CERTIFY THAT THERE IS A TRUE COPY OF THE PLAT
DIRECT SURVEYOR AND THAT APPENDED COPIES ACCURATE
THE LOTS OF THE STATE OF IOWA.

Exhibit B - Bylaws

AMENDED AND RESTATED BYLAWS OF WILDFLOWER MEADOWS HOMEOWNER'S ASSOCIATION

The following are the Amended and Restated Bylaws of Wildflower Meadows Homeowner's Association ("Bylaws"), an Idaho nonprofit corporation ("Association"). Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants and shall supersede and replace all prior bylaws.

RECITALS:

- A. On or about March 24, 2023, the enabling Bylaws of Wildflower Meadows Homeowner's Association were recorded with the Kootenai County Recorder's Office, as Instrument No. 2934754000 ("Enabling Bylaws").
- B. Adoption Statement. Pursuant to Article IX of the Enabling Bylaws, a majority of the Board of Directors approved the adoption of these Bylaws.

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements for Wildflower Meadows Subdivision, recorded in the Official Records of the Kootenai County Recorder's Office, as amended ("Declaration").

ARTICLE II MEETINGS OF MEMBERS

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board of Directors ("Board"). The Board may set the date, time, and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one percent (51%) of all eligible votes. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association.

Section 2.3 Notice of Meetings. Unless otherwise required by law, all notices shall be given via electronic communication, which may include but is not limited to: email, text, voicemail, or posted on the community website (if applicable). Notice shall be provided at least ten (10) days before a meeting, but no more than ninety (90) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Any notices provided by U.S. mail shall be sent via U.S. First Class Mail and

effective upon deposit in the mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

- (a) Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail. If no address is registered with the Association, an Owner's Unit address shall be deemed to be his registered address for purposes of notice.
- (b) The location of meetings may also occur virtually, telephonically, or through other available technology, which is hereby approved of by a majority of Owners in the Subdivision.

Section 2.4 Quorum. Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association. Further, a majority of those Owners present in person or proxy at such meeting may vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board at or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The proxy form provided with any notice of meeting may also provide an additional requirement and a deadline to return proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of the Unit. If conflicting proxy votes for an Owner or Unit exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at an Association meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association meeting, work session or similar event regardless of the location without the written consent of the Association.

Section 2.7 Action Taken Without a Meeting. Under the direction of the Board, any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval percentage for the action is specifically set forth in

the Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

- (a) Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 120 days, during which the Association shall accept written ballots. Following this period, the Association shall provide notice if such action was approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting shall be deemed in good standing and eligible to vote, which votes shall be governed by the Declaration.

- (a) The votes appurtenant to any one Unit may not be divided and shall be voted in one block. If the vote of a majority of the Owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit. The Association shall honor the vote of: a duly authorized trustee or successor trustee of a trust that is an Owner; the duly authorized representative of a legal entity that is an Owner; and shall honor the vote of an individual that is a holder of a limited or general durable power of Attorney with respect to an Owner as though such vote were the vote of the Owner.

ARTICLE III - BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals, which individuals may be appointed by Declarant during the Class B Control Period. At the first meeting of the Owners at which the election of Directors will take place following the Class B Control Period, the candidate who receives the most votes shall serve as a Director for three (3) years. The candidate that receives the second highest number of votes shall serve as a Director for two (2) years, and the third candidate who receives the third highest number of votes shall serve as Director for one (1) year. At each annual election, the successor to the Director whose term shall expire in that year shall be elected to hold office for the term of (3) years. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation, or removal.

Section 3.2 Advisory Board Member. During the Class B Control Period and prior to turnover of the Association to Owner control, the Declarant and/or Board may identify an owner(s) to be an advisory member of the Board and participate in Board meetings and activities. This advisory member(s) shall not vote and may be removed as advisory members in the discretion of the Declarant or Board.

Section 3.3 Eligibility. Following the Class B Control Period, all members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Unit. Notwithstanding, only one member of a single household can be a member of the Board at any one time. During the Class B Control Period, eligibility requirements shall not apply. Further, members of the Board must promptly cooperate with any required state or federal filing and information reporting requirements.

Section 3.4 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director, except during Class B Control Period, may be removed from the Board with or without cause by a majority vote, a quorum being present, at a special meeting called for such purpose. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor. During the Class B Control Period, the Declarant may appoint and remove Directors in its sole discretion.

Section 3.5 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for actual and approved expenses incurred in the performance of his duties.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV - NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Following the Class B Control Period, Nomination for election to the Board may be made by the Board, Owners from the floor at the annual meeting, or pursuant to other written notice and procedures established by the Board

Section 4.2 Election. Following the Class B Control Period, the election of Directors may be by vote or written ballot, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized. The Association may utilize available technology for casting and counting votes.

ARTICLE V - MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

- (a) Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable

rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) day notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Board meeting, work session or similar event regardless of the location without the written consent of the Association.

Section 5.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Governing Documents and Idaho law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, secretary, and treasurer, or as otherwise designated by the Board.

Section 7.2 Election of Officers. The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for

a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed Officers may be removed by the Board with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Duties. The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

Section 7.6 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE VIII - MISCELLANEOUS

Section 8.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person attended the meeting and no objection to the particular procedural issue was made at the meeting;
- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting; or
- (c) 180 days following the meeting.

Section 8.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must specifically describe the circumstances giving rise to the objection and reference the specific provision of the Governing Documents or law that is alleged to have been violated, with a brief statement of the facts supporting the claimed violation.

Section 8.3 Irregularities that Cannot Be Waived. Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the Governing Documents or Idaho law.

Section 8.4 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 8.5 Amendment. These Bylaws may be amended by a majority of the Board of Directors following the Class B Control Period. During the Class B Control Period, the Declarant may amend the Bylaws in Declarant's sole discretion.

The foregoing Bylaws are adopted by the undersigned and made effective upon the date executed below.

Dated: 5-23-24

WILDFLOWER MEADOWS HOMEOWNER'S ASSOCIATION

W. Miller
By: D. Miller
Its: President